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Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
In re : Chapter 11 Case No.  
: :  
MOTORS LIQUIDATION COMPANY, *et al.*, : 09-50026 (REG)  
f/k/a General Motors Corp., *et al.* :  
: :  
Debtors. : (Jointly Administered)  
: :  
-----X  
BOYD BRYANT, on behalf of himself and : Adversary No. 09-00508 (REG)  
all others similarly situated, :  
: :  
Plaintiffs, :  
vs. :  
: :  
MOTORS LIQUIDATION COMPANY, *et al.*, :  
f/k/a General Motors Corp., *et al.* :  
: :  
Defendants. :  
-----X

**DEBTORS' SUPPLEMENT TO ITS MOTION FOR PRELIMINARY APPROVAL OF  
SETTLEMENT, INCLUDING CLAIMS ESTIMATION, FOR CONDITIONAL  
CERTIFICATION OF SETTLEMENT CLASS, TO APPROVE CASH DISBURSEMENT  
AND FORMS OF NOTICE, AND TO SET FAIRNESS HEARING**

TO THE HONORABLE ROBERT E. GERBER,  
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), respectfully represent as follows:

1. On July 23, 2010, the Debtors filed their Motion for Preliminary Approval of Class Settlement, for Conditional Certification of Settlement Class, to Approve Cash Disbursement and Forms of Class Notice, and To Set Fairness Hearing (the “**Motion**”), dated August 9, 2010, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 23 of the Federal Rules of Civil Procedure (the “**Federal Rules**”), as made applicable by Rule 7023 of the Bankruptcy Rules.

2. As noted during oral argument on the Motion held, after the filing of the Motion but before oral argument was held on August 6, 2010, the Parties amended the agreement to reflect extended deadlines to provide notice to the Settlement Class. That certain First Amendment to Settlement Agreement, amending Paragraphs 1.21, 2.2(c), and 2.4 of the agreement, is attached hereto as “**Exhibit A**”.

#### Notice

3. Notice of Debtors’ Supplement to its Motion for Preliminary Approval of Class Settlement, for Conditional Certification of Settlement Class, to Approve Cash Disbursement and Forms of Class Notice, and To Set Fairness Hearing has been provided to David W. Crowe and John W. Arnold of Bailey/Crowe & Kugler, LLP, and James C. Wyly and Sean F. Rommel of Wyly-Rommel, PLLC; and (ii) parties in interest in accordance with the Third Amended Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated April 29, 2010 [Docket No. 5670]. Additionally, Notice of Debtors’ Supplement to its Motion for Preliminary Approval of Class

Settlement, for Conditional Certification of Settlement Class, to Approve Cash Disbursement and Forms of Class Notice, and To Set Fairness Hearing has been provided to La Ronda Hunter and Robin Gonzales, by and through their attorneys of record, Ira Spiro, Esq., and Mark Moore, Esq., Spiro Moss Barnes Harrison & Barge, LLP, 11377 W. Olympic Boulevard, Fifth Floor, Los Angeles, California 90064-1683. The Debtors submit that such notice is sufficient and no other or further notice need be provided.

Dated: New York, New York  
August 9, 2010

/s/ Joseph H. Smolinsky  
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all others similarly situated, :  
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MOTORS LIQUIDATION COMPANY, *et al.*, :  
f/k/a General Motors Corp., *et al.* :  
: :  
Defendant. :  
-----X

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT**

This First Amendment to the Settlement Agreement dated July 23, 2010, is made and entered into by and between Plaintiff Boyd Bryant, individually and as class representative of the Class ("Plaintiffs," as defined in the Settlement Agreement) and Debtors (as defined in the Settlement Agreement) (collectively the "Parties").

### RECITALS

WHEREAS, a lawsuit captioned *Boyd Bryant, on behalf of himself and all other similarly situated v. General Motors Corporation, et al.*, Cause No. CV-2005-51-2, filed in the Circuit Court of Miller County, Arkansas, was filed by Plaintiffs on February 4, 2005 (the "Action");

WHEREAS, the Parties entered into that certain Settlement Agreement, dated July 23, 2010 (the "Settlement Agreement"), to avoid the risks, uncertainties, and expenses of the Action, compromising and settling as between and among them forever all of the potential or actual disputes and controversies of any nature made the subject of the Action; and

WHEREAS, the Parties desire to amend the Settlement Agreement as set forth more fully below herein;

NOW THEREFORE, in consideration of the recitals, and the mutual promises, covenants, releases, representations, warranties, and agreements contained herein and in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all Parties, each of the Parties agrees as follows:

### AMENDMENT OF TERMS

1. Paragraph 1.21 of the Settlement Agreement is hereby amended in its entirety to read as follows:

1.21. Final Claims Deadline. "Final Claims Deadline" shall mean the day that is thirty (30) days after the date on which the Fairness Hearing is held, and which is the deadline by which Participating Class Members and/or the Settlement Class must

have postmarked for mailing or electronically transmitted their Reimbursement Claim Forms to the Claims Administrator.

2. Paragraph 2.2(c) of the Settlement Agreement is hereby amended in its entirety to read as follows:

2.2 Settlement Administration.

(c) Debtors will obtain from New GM, to the extent available, the last known address and other data reasonably necessary for Debtors to send out, at their cost and expense, the Mailed Notice. Debtors shall bear the full cost of the Mailed Notice.

3. Paragraph 2.4 of the Settlement Agreement is hereby amended in its entirety to read as follows:

2.4. Mailing and Publication of Notice. Debtors shall mail out the Mailed Notice, no later than forty (40) days before the date on which the Fairness Hearing is set. In addition, Plaintiffs shall publish the Published Notice in the *USA Today*, as per the Plan of Notice, on three (3) separate days of Class Counsel's choosing, during Monday-Thursday of any given week, but all such publications to occur within two (2) weeks after the Preliminary Approval Date, subject to *USA Today* ad-space availability.

4. The Parties further agree that all remaining sections, paragraphs, terms, and provisions of the Settlement Agreement are hereby acknowledged, reaffirmed, and remain in full force and effect.

\* \* \*

THE UNDERSIGNED WARRANT THAT THEY HAVE READ THE TERMS OF THIS FIRST AMENDMENT TO SETTLEMENT AGREEMENT, HAVE HAD THE ADVICE OF COUNSEL OR THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH READING, UNDERSTANDING AND EXECUTING THIS STIPULATION, AND HAVE FULL KNOWLEDGE OF THE TERMS, CONDITIONS, AND EFFECTS OF THIS SETTLEMENT.

MOTORS LIQUIDATION COMPANY  
AND AFFILIATED DEBTORS

BOYD BRYANT, ON BEHALF OF HIMSELF  
AND THE CLASS

By:

*Carri Anne Boster*

By: \_\_\_\_\_

Print Name:

*Carri Anne Boster*

Print Name: \_\_\_\_\_

Title:

*Vice President*

Title: \_\_\_\_\_

Dated:

\_\_\_\_\_, 2010  
Detroit, Michigan

Dated:

\_\_\_\_\_, 2010  
Texarkana, Arkansas

THE UNDERSIGNED WARRANT THAT THEY HAVE READ THE TERMS OF THIS FIRST AMENDMENT TO SETTLEMENT AGREEMENT, HAVE HAD THE ADVICE OF COUNSEL OR THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH READING, UNDERSTANDING AND EXECUTING THIS STIPULATION, AND HAVE FULL KNOWLEDGE OF THE TERMS, CONDITIONS, AND EFFECTS OF THIS SETTLEMENT.

MOTORS LIQUIDATION COMPANY  
AND AFFILIATED DEBTORS

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2010  
Detroit, Michigan

BOYD BRYANT ON BEHALF OF HIMSELF  
AND THE CLASS

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 8-3-10, 2010  
Texarkana, Arkansas

*James Kilgus*  
*with permission of*  
*Boyd Bryant*  
*Class Counsel - Boyd*  
*Bryant's Counsel*